Plaintiff secured a judgment against a corporation for a tort committed by it, and then sued the defendant stockholder under the statute. Plaintiff was nonsuited. *Held*, that the judgment be affirmed. *Clinton Mining & Mineral Co.* v. *Beacom*, 266 Fed. 621 (C. C. A.).

The principal case raises solely a question of statutory construction, for at common law a stockholder was not liable for the torts of a corporation. *Terry* v. *Little*, 101 U. S. 216. The authorities are divided, some holding with the principal case that the term "debts" or "liability to creditors" includes only contractual claims. *Savage* v. *Shaw*, 195 Mass. 571, 81 N. E. 303; *Avery* v. *McClure*, 94 Miss. 172, 47 So. 901. *Contra*, *Henley* v. *Myers*, 76 Kan. 723, 93 Pac. 168; *Rogers* v. *Stag Mining Co.*. 185 Mo. App. 659, 171 S. W. 676. This strict construction is perhaps justified where the statute penalizes officers or stockholders for failure to perform a duty. *Leighton* v. *Campbell*, 17 R. I. 51, 20 Atl. 14; *Howard* v. *Long*, 142 Ga. 789, 83 S. E. 852. But in the principal case the remedial nature of the statute should lead the courts to a liberal interpretation. See *Chase* v. *Curtis*, 113 U. S. 452, 463. The legislature, having created a legal unit, desires to protect those who may deal with it, and consequently gives creditors the remedy of compelling stockholders to pay in full for their stock. It would seem immaterial, therefore, whether claimants have dealt with the corporation contractually, or have been damaged by its misfeasance. The word "debts" is broad enough to cover both situations, especially if the claim has been reduced to judgment. The principal case relies on no authority except an inadequate reference to Blackstone; and it reaches an unfortunate result. In view of such a decision, however, legislatures would do well hereafter to use more specific language. See *Grindle* v. *Stone*, 78 Me. 176, 3 Atl. 183; *Linniger* v. *Botsford*, 32 Cal. App. 386 163 Pac. 63.

DAMAGES — MEASURE OF DAMAGES — TEMPORARY LOSS OF USE OF A DAMAGED PLEASURE VEHICLE. — The plaintiff's pleasure car was damaged and temporarily put out of commission by the defendant's negligence. *Held*, that the plaintiff could recover for the loss of use. *Dettmar* v. *Burns Bros.*, 181 N. Y. Supp. 146.

Where a vehicle used for business purposes is damaged its owner may recover for the temporary loss of use. *Andries* v. *Everitt Co.*, 177 Mich. 110, 142 N. W. 1067; *So. Ry.* v. *Kentucky Grocery Co.*, 166 Ky. 94, 178 S. W. 1162. But where the car is one used for pleasure, damages for such loss have on occasion been denied, mainly on the ground that they were speculative. *Foley* v. *Forty Second St., etc. Ry. Co.*, 52 Misc. Rep. 183, 101 N. Y. Supp. 780; *Hunter* v. *Quaintance*, 168 Pac. (Col.) 918. The distinction is unsound. Since the *jus fruendi* comprehends the right to use a thing for pleasure purposes as well as the right to employ it in business, an infringement of either is a legal wrong. The value of the right is in both cases capable of objective determination, because it is measured not by the use made of the chattel by its owner but by its potential utility. See *The Mediana*, 1900 A. C. 113, 117; See 1 SEDGWICK, DAMAGES, 9 ed., § 243*b*. And even if the assessment of damages does involve some practical difficulty that does not make the injury unreal and is no ground for denying recovery altogether. *Allison* v. *Chandler*, 11 Mich. 542. On this line of reasoning the principal case, in accord with the great weight of authority, allows a recovery regardless of the character of the use. *Cook* v. *Packard Motor Car Co.*, 88 Conn. 590, 92 Atl. 413; *Perkins* v. *Brown*, 132 Tenn. 294, 177 S. W. 1158. See 21 HARV. L. REV. 445.

DEEDS — ACKNOWLEDGMENT BEFORE INTERESTED PARTY. — The secretary of the plaintiff corporation in his capacity as a notary public attested a bill of sale in which the corporation was the grantee. The bill was recorded and the

record offered in evidence in a suit for the property therein described. *Held*, that the evidence be excluded as the acknowledgment was not sufficient to admit the bill to record. *Citizens' Trust Co.* v. *Butler*, 103 S. E. 852 (Ga.).

The report does not say whether or not the secretary was a stockholder. One does not connote the other. *Florida Savings Bank* v. *Rivers*, 36 Fla. 575, 18 So. 850; 1 MORAWETZ, PRIVATE CORPORATIONS, § 505. If he was not, the case is certainly wrong. *Sawyer* v. *Cox*, 63 Ill. 130, 135; *Horbach* v. *Tyrrell*, 48 Neb. 514, 67 N. W. 485. If he was, the decision is in accord with the weight of authority. *Ogden Building Association* v. *Mensch*, 196 Ill. 554, 63 N. E. 1049; *Hayes* v. *Southern Association*, 124 Ala. 663, 26 So. 527. Two reasons are given for this disqualification. One is that taking an acknowledgment is a judicial act. *Heilman* v. *Kroh*, 155 Pa. St. 1, 25 Atl. 751; *Murrell* v. *Diggs*, 84 Va. 900, 6 S. E. 461. But this is inconsistent with the rule that the agent or attorney of a party financially interested is not disqualified. *National Cash Register Co.* v. *Lesko*, 77 Conn. 276, 58 Atl. 967; *Penn* v. *Garvin*, 56 Ark. 511, 20 S. W. 410. And it is inconsistent with the same rule as to a relative or husband. *Lynch* v. *Livingston*, 6 N. Y. 422; *Kimball* v. *Johnson*, 14 Wis. 674. Moreover, it is opposed to the weight of authority. *Learned* v. *Riley*, 96 Mass. 109. The second reason given is public policy. *Hayes* v. *Southern Association, supra;* JONES, CHATTEL MORTGAGES, 5 ed., § 249. But there is a public policy on the other side in the unassailability of records. As a general rule a stockholder is not more interested than an attorney or husband. A notary is not like a juror or witness to a will, he is a person commissioned by the state to hold a position of trust. And a suspicious grantor can always pick another notary. A few decisions do hold that a stockholder is qualified. *Read* v. *Toledo Loan Co.*, 68 Oh. St. 280, 67 N. E. 729; *Cooper* v. *Hamilton Loan Association*, 97 Tenn. 285, 37 S. W. 12.

ELECTRIC WIRES — CONFLICTING RIGHTS OF TELEPHONE AND POWER COMPANIES — INDUCTION AND CONDUCTION. — A South Dakota statute provides that electric power lines erected on the highways shall not interfere with telephone lines already there (1919 REVISED CODE SO. DAKOTA, §§ 8591, 8594). The defendant power company erected its lines on a street occupied by the plaintiff telephone company. The electricity from the power line was carried over to the lines of the telephone company by electro-magnetic induction, rendering the telephone line useless unless a metallic return circuit were installed. *Held*, that the defendant pay for the installation of the return circuit. *Dakota Central Tel. Co.* v. *Spink County Power Co.*, 176 N. W. 143 (S. D.).

On the ground that priority of time gives priority of right some courts without the aid of a statute have reached the same result. *Paris Elec. Co.* v. *S. W. Tel. Co.*, 27 S. W. 902 (Texas); *W. U. Tel. Co.* v. *Los Angeles Elec. Co.*, 76 Fed. 178. See *Tri-County Mut. Tel. Co.* v. *Bridgewater Elec. Power Co.*, 40 S. D. 410, 414, 167 N. W. 501, 503. See CURTIS, ELECTRICITY, § 362. Other courts have held that neither company has a superior right to the use of the street, and hence that neither can object to incidental injury resulting from the legitimate exercise of the other's legal right. *Cumberland Tel. & Tel. Co.* v. *United Elec. R. R.*, 42 Fed. 273. See THOMPSON, ELECTRICITY, 57. Many cases denying relief, however, involve interference by trolley lines with prior telephone lines, which are sometimes distinguished from the principal case on the ground that the telephone line must take the risk of interference by those using the street for its primary purpose of travel. *Cincinnati Inclined Plane R. R.* v. *City & Suburb. Tel. Assn.*, 48 Ohio St. 390, 27 N. E. 890; *Hudson River Tel. Co.* v. *Watervliet Turnpike & R. R. Co.*, 135 N. Y. 393, 32 N. E. 148. See CURTIS, ELECTRICITY, § 355. If this distinction is sound, a telephone company could not recover for interference by an electric company used for